

Fill in this information to identify your case:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS**

Debtor 1 John I. Perrault
First Name Middle Name Last Name

Debtor 2 Ruby H. Perrault
(filing spouse) First Name Middle Name Last Name

Case Number: 17-10263

☐ Check if this modification is filed prior to filing of TRCC.

☐ Check if this modification is filed after TRCC filing but still within Benchmark Fee Period

☒ Check if this modification is filed after Benchmark Fee Period.

List the sections which have been changed by this modification:

§ 2.2

§ 4.3

TXEB Local Form 3015-d

**MOTION TO MODIFY
CONFIRMED CHAPTER 13 PLAN**

Adopted: Dec 2017

TO THE HONORABLE JUDGE OF THIS COURT:

1. This Motion to Modify Previously-Confirmed Chapter 13 Plan (the "Modification Motion") is filed by the:

☒ Debtor;¹

☐ Chapter 13 Trustee;

☐ Unsecured Claimant: _____

for the purpose of modifying certain specified provisions of that Chapter 13 Plan (**dkt #30**) which had previously been confirmed for the Debtor on **10/31/2017 (dkt #36)**. Except as modified herein, all provisions of the confirmed Chapter 13 Plan remain in full force and effect.

If this Motion is filed by the Debtor, each Debtor:

☐ certifies that an amended Schedule I and Schedule J have been filed contemporaneously with this motion;

☒ declares, under penalty of perjury, that the information contained in Schedule I and Schedule J, as previously filed with the Court, remains true and correct.

28-DAY NEGATIVE NOTICE – LBR 3015(h):

Your rights may be affected by the plan modifications sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written objection, explaining the factual and/or legal basis for opposing the relief.

No hearing will be conducted on this Motion unless a written objection is filed with the Clerk of the United States Bankruptcy Court and served upon the party filing this pleading WITHIN TWENTY-EIGHT (28) DAYS FROM DATE OF SERVICE shown in the certificate of service unless the Court shortens or extends the time for filing such objection. If no objection is timely served and filed, this pleading shall be deemed to be unopposed, and the Court may enter an order confirming this plan modification. If an objection is filed and served in a timely manner, the court will thereafter set a hearing with appropriate notice. If you fail to appear at the hearing, your objection may be stricken. The Court reserves the right to set a hearing on any matter.

Debtor John I. Perrault and Ruby H. Perrault

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¹ The use of the singular term "Debtor" in this Modification Motion includes both debtors when the case has been initiated by the filing of a joint petition by spouses.

2. This Modification Motion is required *[select all applicable]*:

- ☐ to reconcile the Plan with allowed claims pursuant to the TRCC;
- ☐ to increase the amount of payments required under the Plan;
- ☐ to reduce the amount of payments required under the Plan;
- ☐ to provide for an allowed claim omitted from treatment under the Plan;
- ☐ to extend the time for making payments required under the Plan;
- ☐ to reduce the time for making payments required under the Plan;
- ☐ to surrender collateral pursuant to § 3.6;
- ☐ to cease further plan disbursements to a particular claimant;
- ☒ to cure a delinquency in the plan payments caused by Insufficient sums being withheld from paycheck
- ☐ to increase the amount of retained income tax refunds authorized under § 2.4;

Reason: ;

- ☒ to seek approval of an additional award of attorney's fees to the Debtor's attorney;
- ☐ Other: _____
- ☐ to add a nonstandard provision to Part 8 of the Plan *[check box below]*;

3. **Notice to Creditors:** Regarding insertion of new Nonstandard Provision into Debtor's Plan:

Nonstandard provisions as set forth in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
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4. The specific modifications to the Debtor's Plan are as follows:

☒ § 2.2 of the Plan regarding regular plan payments² is **MODIFIED** in the following respects:

Beginning on the 30th day after the Petition Date³ unless the Court orders otherwise, the Debtor will make regular payments to the Trustee in variable amounts throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the "Plan Term"). The payment schedule shall consist of:

- ☐ **Constant Payments:** The Debtor will pay \$ _____ per month for _____ months.
- ☒ **Variable Payments** The Debtor will pay make variable plan payments throughout the Plan Term. The proposed schedule for such variable payments are set forth in **Exhibit A** to this Order and are incorporated herein for all purposes.

If plan payment amounts are increasing, the Debtor certifies that, with regard to § 2.3 of the Plan,

Debtor John I. Perrault and Ruby H. Perrault

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- ☐ a Motion for an Amended Wage Withholding Order for the increased payment amount has been filed;
- ☐ an increase of the amount to be transferred to the Trustee by electronic means has been authorized.

² Any reference to § 2.2 of the Plan herein includes any payments designated and confirmed under ¶ 2 of the 2006 version of TXEB Local Form 3015-a.

³ The use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this case.

☒ **None.** No additional Cure Claims designated for treatment under § 3.2 of the Plan ⁴

☐ **No Remaining Claims.** All claims previously listed as a Cure Claim in § 3.2 of the Plan have been reclassified.

☐ **Revised/Additional Cure Claims.** § 3.2 of the Plan regarding the treatment of Cure Claims is **MODIFIED** in the following respects; provided, however, that to the extent that any Cure Claim added hereto is composed of a post-petition mortgage arrearage, the payment of any such arrearage shall be deferred until such time as the Claimant files an amended proof of claim to quantify the amount of the post-petition arrearage and, in any event, unless the Court specifically orders otherwise, such payment shall be subordinated to the existing payment rights of junior classes under the Debtor's previously-confirmed Chapter 13 Plan:

Claimant	Collateral/Property Description	Debtor's DPO Amount	Cure Claim Amount	Plan Interest Rate	Projected Monthly Payment by Trustee	Projected Total Cure Payment by Trustee
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☒ **None.** No additional 910 Claims designated for treatment under § 3.3 of the Plan. ⁵

☐ **No Remaining Claims.** All claims previously listed as a 910 Claim in § 3.3 of the Plan have been reclassified.

☐ **Revised/Additional 910 Claims.** § 3.3 of the Plan regarding the treatment of 910 Claims is **MODIFIED** in the following respects:

Claimant	Collateral Description	910 Claim Amount	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
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☒ **None.** No additional 506 Claims designated for treatment under § 3.4 of the Plan ⁶

☐ **No Remaining Claims.** All claims previously listed as a 506 Claim in § 3.4 of the Plan have been reclassified.

☐ **Revised/Additional 506 Claims.** § 3.4 of the Plan regarding the treatment of 506 Claims is **MODIFIED** in the following respects:

Claimant	Collateral Description	506 Claim Amount	Collateral Value	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
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⁴ Any reference to § 3.2 of the Plan herein includes any payments designated and confirmed under ¶ 6(B) or ¶ 8 of the 2006 version of TXEB Local Form 3015-a.

⁵ Any reference to § 3.3 of the Plan herein includes any payments designated and confirmed under ¶ 6(A)(ii)(a) of the 2006 version of TXEB Local Form 3015-a.

⁶ Any reference to § 3.4 of the Plan herein includes any payments designated and confirmed under ¶ 6(A)(ii)(b) of the 2006 version of TXEB Local Form 3015-a.

☒ **None.** No additional Direct Claims designated for treatment under § 3.5 of the Plan. ⁷

☐ § 3.5 of the Plan regarding the treatment of Direct Claims is **MODIFIED** in the following respects:

Claimant	Collateral Description	Total Claim Amount on Petition Date	Collateral Value on Petition Date	Contract Interest Rate	Monthly Payment per Contract	Party to Make Payment	Date of Final Monthly Payment
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Debtor John I. Perrault and Ruby H. Perrault

Case number 17-10263

☐ **None.** No additional designations for surrender of collateral under § 3.6 of the Plan.⁸

☒ **Additional Surrender of Collateral.** § 3.6 of the Plan regarding the designation of property to be surrendered is **MODIFIED**. The Debtor surrenders to each additional claimant listed below the property that secures that creditor's claim and requests that, upon the granting of this Modification Motion, the automatic stay under § 362(a) be terminated as to the referenced collateral only and any co-debtor stay under § 1301 be terminated in all respects. Pending the consideration of this Modification Motion, the Trustee shall immediately cease any plan distribution to the additional claimant on account of the allowed secured claim for which the surrendered collateral stands as security. The affected claimant shall have **ninety (90) days after the entry of the order granting this Modification Motion** to file an amended proof of claim regarding recovery of any deficiency balance from the Estate resulting from the disposition of the collateral. Any such allowed general unsecured claim will thereafter be treated under § 5.2 of the confirmed plan.

Claimant	Collateral Description	Collateral Location
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☒ **None.** No additional DSO Claims designated for treatment under § 4.4 of the Plan.⁹

☐ **No Remaining Claims.** All claims previously listed as a DSO Claim in § 4.4 of the Plan have been reclassified.

☐ **Revised/Additional DSO Claims.** § 4.4 of the Plan regarding the treatment of DSO Claims is **MODIFIED** in the following respects:

⁷ Any reference to § 3.5 of the Plan herein includes any payments designated and confirmed under ¶ 12(B) of the 2006 version of TXEB Local Form 3015-a.

⁸ Any reference to § 3.6 of the Plan herein includes any designations for surrender of collateral under ¶ 6(C) of the 2006 version of TXEB Local Form 3015-a. .

⁹ Any reference to § 4.4 of the Plan herein includes any payments designated and confirmed under ¶ 5(A) of the 2006 version of TXEB Local Form 3015-a.

DSO Claimant	Projected DSO Claim Amount	Projected Monthly Payment by Trustee
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☒ **None.** No additional Tax/Other Priority Claims designated for treatment under § 4.6 of the Plan.¹⁰

☐ **No Remaining Claims.** All claims previously listed as a Tax/Other Priority Claim in § 4.6 of the Plan have been reclassified.

☐ **Revised/Additional Tax/Priority Claims.** § 4.6 of the Plan regarding the treatment of Tax/Other Priority Claims is **MODIFIED** in the following respects:

Priority Claimant	Projected Claim Amount	Projected Monthly Payment by Trustee
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☐ **Part 8** of the Plan is **MODIFIED** with the inclusion of the following Special Provision:x.

Under Bankruptcy Rule 3015(c), nonstandard provisions **must** be set forth below. A nonstandard provision is a provision not otherwise included in the Official TXEB Form or any deviation from it. *Any nonstandard provision set out elsewhere in this Modification Motion is void. Even if set forth below, any nonstandard provision is void unless the "Included" box is checked in ¶ 3 of this Modification Motion.*

¹⁰. Any reference to § 4.6 of the Plan herein includes any payments designated and confirmed under ¶ 5(B) of the 2006 version of TXEB Local Form 3015-a.

5. **Request for Additional Attorney's Fees (Expiration of Benchmark Fee Period Only):**

LBR In light of the fact that the Benchmark Fee Period under 2016(h) expired prior to the filing of this motion, the Debtor's attorney Steven S. Packard requests an additional award of \$ 600.00 to be paid pursuant to § 4.3 of the confirmed Plan for legal services rendered and for reimbursement of expenses incurred with regard to the preparation and filing of this Modification Motion and other documents pertaining thereto. This award would be in addition to any other fees previously awarded or paid in this case and shall be paid in a manner consistent with § 9.2 of the confirmed Plan.

WHEREFORE, the Movant, as identified in ¶ 1 herein, respectfully prays that the foregoing Modification Motion be granted, that the Debtor's Plan be modified in the manner set forth herein, that, if applicable, any request for additional attorney's fees as set forth in ¶5 be granted, and that such other and further relief be granted in this regard as may be appropriate under the circumstances.

Respectfully submitted,

/s/ Steven S. Packard

Steven S. Packard 15402590
1240 Orleans, Suite 200
Beaumont, TX 77701

Phone: (409) 832-2300
Fax: (409) 833-8638

ATTORNEY FOR DEBTOR(S)

Debtor John I. Perrault and Ruby H. Perrault

Case number 17-10263

CERTIFICATE OF SERVICE

I certify that on the date below, a true and correct copy of the above and foregoing Motion to Modify Confirmed Chapter 13 Plan, together with the attached proposed Order, shall be served via electronic means, if available, otherwise by regular, first class mail to the following parties:

See Attached Matrix

06/18/2019

Date

/s/ Steven S. Packard

Steven S. Packard

EXHIBIT A VARIABLE PLAN PAYMENTSThis is a **60** Month PlanBeginning on **6/1/2017** and Ending on **5/1/2022**

<u>Month / Date</u>	<u>Payment</u>	<u>Month / Date</u>	<u>Payment</u>	<u>Month / Date</u>	<u>Payment</u>
1 6/1/2017	\$1,977.00	21 2/1/2019	\$1,977.00	41 10/1/2020	\$2,060.00
2 7/1/2017	\$1,977.00	22 3/1/2019	\$1,977.00	42 11/1/2020	\$2,060.00
3 8/1/2017	\$1,977.00	23 4/1/2019	\$1,977.00	43 12/1/2020	\$2,060.00
4 9/1/2017	\$1,977.00	24 5/1/2019	\$1,977.00	44 1/1/2021	\$2,060.00
5 10/1/2017	\$1,977.00	25 6/1/2019	\$1,977.00	45 2/1/2021	\$2,060.00
6 11/1/2017	\$1,977.00	26 7/1/2019	\$2,060.00	46 3/1/2021	\$2,060.00
7 12/1/2017	\$1,977.00	27 8/1/2019	\$2,060.00	47 4/1/2021	\$2,060.00
8 1/1/2018	\$1,977.00	28 9/1/2019	\$2,060.00	48 5/1/2021	\$2,060.00
9 2/1/2018	\$1,977.00	29 10/1/2019	\$2,060.00	49 6/1/2021	\$2,060.00
10 3/1/2018	\$1,977.00	30 11/1/2019	\$2,060.00	50 7/1/2021	\$2,060.00
11 4/1/2018	\$1,977.00	31 12/1/2019	\$2,060.00	51 8/1/2021	\$2,060.00
12 5/1/2018	\$1,977.00	32 1/1/2020	\$2,060.00	52 9/1/2021	\$2,060.00
13 6/1/2018	\$1,977.00	33 2/1/2020	\$2,060.00	53 10/1/2021	\$2,060.00
14 7/1/2018	\$1,977.00	34 3/1/2020	\$2,060.00	54 11/1/2021	\$2,060.00
15 8/1/2018	\$1,977.00	35 4/1/2020	\$2,060.00	55 12/1/2021	\$2,060.00
16 9/1/2018	\$1,977.00	36 5/1/2020	\$2,060.00	56 1/1/2022	\$2,060.00
17 10/1/2018	\$1,977.00	37 6/1/2020	\$2,060.00	57 2/1/2022	\$2,060.00
18 11/1/2018	\$1,977.00	38 7/1/2020	\$2,060.00	58 3/1/2022	\$2,060.00
19 12/1/2018	\$1,977.00	39 8/1/2020	\$2,060.00	59 4/1/2022	\$2,060.00
20 1/1/2019	\$1,977.00	40 9/1/2020	\$2,060.00	60 5/1/2022	\$2,060.00
				Total	\$121,525.00

Label Matrix for local noticing

AWA Collections

Acceptance Now

0540-1

AWA Collections

Attn: Bankruptcy

Case 17-10263

PO Box 6605

5501 Headquarters Dr

Eastern District of Texas

Orange, CA 92863-6605

Plano, TX 75024-5837

Beaumont

Tue Jun 18 11:29:47 CDT 2019

Ad Astra Recovery

Allied Interstate Llc

Amerimark Premier

8918 W 21st St N

7525 W Campus Rd

1515 S 21st St

Suite 200 Mailbox 303

New Albany, OH 43054-1121

Clinton, IA 52732-6676

Wichita, KS 67205-1885

Atlas Acquisitions LLC

Atlas Acquisitions LLC

Barrett Daffin Frappier Turner & Engel

294 Union St.

294 Union St.

4004 Belt Line Rd, Ste 100

Hackensack, NJ 07601-4303

Hackensack, NJ 07601-4303

Addison, TX 75001-4320

Attn: Avi Schild

Christopher K. Baxter

CMRE Financial Services

Capital Ba6

Marinosci & Baxter

3075 E Imperial Hwy

P.O. Box 18022

14643 Dallas Parkway

Suite 200

Tampa, FL 33679-8022

Suite 750

Brea, CA 92821-6753

Dallas, TX 75254-8884

Carrington Mortgage Se

Consumer Portfolio Svc

Credit Collections Svc

1610 E Saint Andrew Place Suite B150

Attn: Bankruptcy

PO Box 773

Santa Ana, CA 92705-4931

19500 Jamboree Rd

Needham, MA 02494-0918

Irvine, CA 92612-2411

ERC/Enhanced Recovery Corp

Carey D. Ebert.

Educationfirst Fcu

8014 Bayberry Rd

Plaza Tower

Po Box 751

Jacksonville, FL 32256-7412

110 N. College Ave, 12 Floor

Beaumont, TX 77704-0751

Tyler, TX 75702-7226

Express Collections In

First Premier Bank

Tara Grundemeier

818 Sanit Joseph St Ste

601 S Minneaplois Ave

4828 Loop Central Dr., Ste 600

Rapid City, SD 57701-2610

Dious FDalls, SD 57104

Houston, TX 77081-1246

Harris & Harris, Ltd

IC Systems, Inc

IRS

111 W Jackson Blvd

444 Highway 96 East

P.O.Box 7346

Suite 400

St Paul, MN 55127-2557

Philadelphia, PA 19101-7346

Chicago, IL 60604-4135

Integrity Texas Funding

(p)JEFFERSON CAPITAL SYSTEMS LLC

Jefferson County

3440 Preston Ridge Rd

PO BOX 7999

c/o Clayton Mayfield

Ste 500

SAINT CLOUD MN 56302-7999

1148 Park Street

Alpharetta, GA 30005-3823

Beaumont, TX 77701-3614

Jefferson County TAC

Jefferson County Tax Office

John I. Perrault

P.O. Box 2112

c/o Clayton E. Mayfield

1990 Leight Street

Beaumont, Texas 77704-2112

Linebarger Goggan Blair & Sampson, LLP

Beaumont, TX 77703-3448

1148 Park St

Beaumont, TX 77701-3614

John J. Talton
110 N. College Ave. Suite 1200
Tyler, TX 75702-7242

Lone Star Title Loans
3695 College St
Beaumont, TX 77701-4617

MRS BPO
1930 Olney Ave
Cherry Hill, NJ 08003-2016

Med Data Systems
2001 9th Ave
Ste 312
Vero Beach, FL 32960-6413

Midnight Velvet
Swiss Colony/Midnight Velvet
1112 7th Ave
Monroe, WI 53566-1364

Montgomery Ward
1112 7th Ave
Monroe, WI 53566-1364

Optimum Outcomes, Inc
2651 Warrenville Rd Ste 500
Suite 400
Downers Grove, IL 60515-5559

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Steven S. Packard
Packard & Packard, PLLC
1240 Orleans Street, Suite 200
Beaumont, TX 77701-3612

Packard LaPray
1240 Orleans
Beaumont, TX 77701-3612

Ruby H. Perrault
3585 North Major Drive Apt 306
Beaumont, TX 77713-2059

Pinnacle Credit Services
PO Box 640
Hopkins, MN 55343-0640

Pinnacle Credit Services, LLC its successors
assigns as assignee of Cellico
Partnership d/b/a Verizon Wireless
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Premier Bankcard, LLC
c/o Jefferson Capital Systems, LLC Assig
PO Box 7999
Saint Cloud, MN 56302-7999

Premier Bankcard, Llc
Jefferson Capital Systems LLC Assignee
Po Box 7999
Saint Cloud Mn 56302-7999

Sec Check
2653 West Oxford Loop
Suite 108
Oxford, MS 38655-2929

Selene Finance
PO Box 422039
Houston, TX 77242-4239

Seventh Ave
1112 7th Ave
Monroe, WI 53566-1364

Southwest Credit Systems
4120 International Parkway Ste 1100
Carrollton, TX 75007-1958

Speedy/Rapid Cash
PO Box 780408
Wichita, KS 67278-0408

The Swiss Colony
c/o Creditors Bankruptcy Service
PO Box 800849
Dallas, TX 75380-0849

U.S. Attorney General
Department of Justice
Main Justice Building
10th & Constitution Ave., NW
Washington, DC 20530-0001

US Trustee
Office of the U.S. Trustee
110 N. College Ave.
Suite 300
Tyler, TX 75702-7231

United States Trustee's Office
110 North College Avenue, Suite 300
Tyler, Texas 75702-7231

Verizon
c/o American InfoSource LP
PO Box 248838
Oklahoma City, OK 73124-8838

Wells Fargo Bank, N.A.
PO Box 5058 MAC P6053-021
Portland, OR 97208-5058

Stephen G. Wilcox
Wilcox Law, PLLC
P.O. Box 201849
Arlington, TX 76006-1849

Wilmington Savings Fund Society, FSB
Marinosci Law Group, P.C.
c/o Frederic Dispigna
100 West Cypress Creek Road, Suite 1045
Fort Lauderdale, FL 33309-2191

Wilmington Savings Fund Society, FSB, d/b/a
C/O Selene Finance LP
9990 Richmond Ave Ste 400 South
Houston TX 77042-4546

C/o Selene Finance L Wilmington Savings Fund

Document

Page 10 of 10

9990 Richmond Ave Ste 400 South

Houston, TX 77042-4546

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Jefferson Capital Systems LLC
Po Box 7999
Saint Cloud Mn 56302-9617

Portfolio Recovery Associates, LLC
POB 41067
Norfolk VA 23541

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Capital Ba6
P.O. Box 18022
Tampa, FL 33679-8022

(d)PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

(d)John I. Perrault
1990 Leight Street
Beaumont, TX 77703-3448

(u)Portfolio Recovery Associates, LLC

(u)Portfolio Recovery Associates, LLC, assign

(d)Ruby H. Perrault
3585 North Major Drive Apt 306
Beaumont, TX 77713-2059

End of Label Matrix
Mailable recipients 60
Bypassed recipients 6
Total 66